

YUN LAW GROUP

ANDREW YUN (SBN 243389)

ayun@yunlawpc.com

16520 Bake Pkwy., Ste. 270

Irvine, CA 92618

(949) 408-0088

Attorneys for Plaintiff,

EURYBIA LOGISTICS INC, a California corporation

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

EURYBIA LOGISTICS INC, a California
corporation,

Plaintiff,

vs.

GRAVITY CONCEPTS LIMITED
COMPANY, a Texas limited liability
company; and DOES 1 through 100
inclusive,

Defendant.

Case No.:

COMPLAINT FOR:

- 1. VIOLATION OF CARMACK
AMENDMENT 49 U.S.C. § 14706**
- 2. BREACH OF CONTRACT**
- 3. NEGLIGENCE**

JURY TRIAL DEMANDED

YUN LAW GROUP
16520 BAKE PKWY., STE. 270
IRVINE, CA 92618
TEL: (949) 408-0088

1 Plaintiff EURYBIA LOGISTICS INC ("EURYBIA") hereby brings this complaint
2 against Defendant GRAVITY CONCEPTS LIMITED COMPANY, a Texas limited liability
3 company ("GRAVITY" or "DEFENDANT"), and alleges as follows:

4 **JURISDICTION AND VENUE**

5 1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331,
6 1337, as this action involves the liability of a motor carrier for loss and/or damage to goods
7 transported in interstate commerce under 49 U.S.C. § 14706 ("CARMACK AMENDMENT")
8 and the amount in controversy exceeds the sum of \$10,000 exclusive of interest and the
9 costs of this action.

10 2. This Court has jurisdiction over the parties, with respect to Defendant
11 GRAVITY CONCEPTS LIMITED COMPANY, which provided the transportation of goods
12 from and through California as furthered described herein.

13 3. Venue is proper in this district pursuant to 49 U.S.C. § 14706 and 28 U.S.C.
14 § 1391, where the defendant carrier(s) do/es business, and where a substantial part of the
15 events giving rise to the claim occurred.

16 **THE PARTIES**

17 4. Plaintiff EURYBIA is, and at all times referenced herein, a corporation duly
18 organized and existing under the laws of the State of California with its principal executive
19 office at 1037 N. Todd Ave., Azusa, CA 91702.

20 5. Defendant GRAVITY is, and at all times referenced herein, a limited liability
21 company duly organized and existing under the laws of the State of Texas and is engaged
22 in the business of transportation services, with its principal executive office at 17110 House
23 & Hahl Rd., Cypress, TX 77433. At all relevant times, GRAVITY as and is an interstate
24 common and contact carrier of merchandise for hire, as well as a broker-intermediary for
25 transportation. Every facet of GRAVITY's transportation business operation is built on and
26 functions through GRAVITY's network of local employees and agents, including in
27 California.
28

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GENERAL ALLEGATIONS

I. THE SHIPMENT

6. In August 2024, EURYBIA contracted GRAVITY transportation services to ship certain goods from its warehouse located in Azusa, CA to the following consignees:

(1) Midpoint National located at 1263 Southwest Blvd., Kansas City, KS 66103 (“MIDPOINT”); and (2) Anker Innovation Chicago Warehouse located at 755 Remington Blvd., Ste. B, Bolingbrook, IL 60440 (“ANKER”).

7. EURYBIA’s shipment to MIDPOINT included 42 pallets of goods worth \$11,315.54, and EURYBIA’s shipment to ANKER included 9 pallets of confidential technology products worth \$346,323.74 (collectively, the “GOODS”). The true and correct copy of the reported value of the GOODS are attached and incorporated herein as **Exhibit**

A.

8. At all relevant times, GRAVITY held itself out to EURYBIA to be an interstate motor carrier of goods that provides “both express and other logistical services across the United States.” Furthermore, GRAVITY promoted: “We take great satisfaction in providing timely, reliable service that is customized to meet your specific requirements ... We have excellent references to back up our claim that we provide on time – critical transport services every time” and “All our drivers are familiar with the specific requirements of each customer and are able to keep tabs on all of their vehicles, so you can count on us to arrive promptly.” A true and correct copy of these written representations are attached and incorporated herein as **Exhibit B.**

9. On or about August 8, 2024, GRAVITY issued a bill of lading to EURYBIA to deliver the GOODS to (1) MIDPOINT with the expected delivery date of August 12, 2024; and (2) ANKER with the expected delivery date of August 13, 2024 (the “BOL”). The BOL listed GRAVITY as the carrier of the GOODS. A true and correct copy of the BOL is attached and incorporated herein as **Exhibit C.**

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1 10. On or about August 8, 2024, GRAVITY dispatched a truck to EURYBIA's
2 warehouse located at 1037 N. Todd Ave., Azusa, CA 91702 to pick up the GOODS for
3 shipment. However, a truck belonging to Binny Xpress Inc. ("BINNY") (Truck #102; Trailer
4 #573319; USDOT #3503977; VIN #HL9307) showed up to EURYBIA's warehouse, and
5 EURYBIA loaded the GOODS to BINNY's truck.

6 11. After loading the GOODS onto BINNY's truck, EURYBIA sent evidentiary
7 photos along with BINNY's truck and trailer number to GRAVITY. GRAVITY acknowledged
8 them to be true. A true and correct copy of the photos is attached and incorporated herein
9 as **Exhibit D**.

10 12. Without consulting with EURYBIA, and without any authority to do so,
11 GRAVITY arranged for BINNY to transport the GOODS. After contracting with EURYBIA,
12 GRAVITY brokered EURYBIA's shipment of the GOODS to BINNY or arranged for BINNY
13 to act as GRAVITY's agent with respect to the shipment of the GOODS.

14 13. GRAVITY continued to hold itself out to be the carrier by *inter alia* being the
15 main point of contact for EURYBIA, confirming receipt of the GOODS, providing estimated
16 time of arrival and any updates regarding the shipment of the GOODS.

17 14. GRAVITY picked up the GOODS in good condition from EURYBIA and
18 departed from EURYBIA's warehouse to MIDPOINT.

19 15. On or about August 12, 2024, GRAVITY informed EURYBIA that the delivery
20 to MIDPOINT will be delayed due to BINNY's flat tire. EURYBIA requested GRAVITY to
21 provide updates on the delayed delivery on five separate occasions to which GRAVITY did
22 not provide any material updates. A true and correct copy of this email exchange is
23 attached and incorporated herein as **Exhibit E**.

24 16. On or about August 16, 2024, four days later, GRAVITY informed EURYBIA
25 that the GOODS were delivered to both MIDPOINT and ANKER and promised to share
26 the PODs (proof of delivery). A true and correct copy of this email exchange is attached
27 and incorporated herein as **Exhibit F**.

28

1 17. EURYBIA promptly replied to GRAVITY noting that neither MIDPOINT nor
2 ANKER received the GOODS from BINNY.

3 18. On or about August 19, 2024, three days later, EURYBIA reached out to
4 GRAVITY demanding a status on the delivery. In response, GRAVITY forwarded 2 PODs
5 both of which were fabricated. Later that day, GRAVITY acknowledged that the PODs
6 were fake and noted that the GOODS were still in Kansas.

7 19. On or about August 20, 2024, upon EURYBIA's request, GRAVITY provided
8 its driver's contact information. It is unknown to EURYBIA whether the driver is an
9 employee or an agent of GRAVITY or BINNY.

10 II. THE LOSS

11 20. Immediately, EURYBIA contacted the driver directly and requested that he
12 deliver the GOODS to MIDPOINT to which the driver responded that GRAVITY never paid
13 him for his services.

14 21. The driver then requested a payment in the amount of \$3,500 to complete
15 the delivery of the GOODS to MIDPOINT.

16 22. EURYBIA, in good faith, made a payment in the amount of \$3,500 to the
17 driver's designated bank account through Zelle. A true and correct copy of this payment is
18 attached and incorporated herein as **Exhibit G**.

19 23. Following the payment, EURYBIA repeatedly contacted the driver requesting
20 an update on the delivery. The driver then agreed to deliver the GOODS to MIDPOINT by
21 the next morning.

22 24. On or about August 21, 2024, EURYBIA awaited the driver for the delivery,
23 but the driver went unresponsive. The GOODS were never delivered and are missing as of
24 the filing of this complaint.

25 25. As a result of DEFENDANT's actions, EURYBIA has incurred significant
26 losses, including but not limited to the value of the GOODS, cost to arrange the delivery of
27 the GOODS, funds paid to the driver, and the costs of this suit and other recovery efforts.
28

FIRST CAUSE OF ACTION
VIOLATION OF CARMACK AMENDMENT 49 U.S.C. § 14706
(GRAVITY)

26. PLAINTIFF restates all prior paragraphs of this complaint as if fully set forth herein.

27. Pursuant to 49 U.S.C. § 14706, the Carmack Amendment, DEFENDANT, acting as a receiving and/or delivering motor carrier of the GOODS and having held themselves out as the actual carrier of the GOODS, is responsible and liable for all damages resulting from the failure to deliver the GOODS.

28. DEFENDANT was promptly placed on notice of the damage and claim, but DEFENDANT has not made good on their liability for damages and remain fully liable for the damage to the GOODS.

29. DEFENDANT has ignored their liability.

30. All conditions precedent has been performed and/or waived by DEFENDANT.

31. As a result of DEFENDANT's violation of 49 U.S.C. § 14706, PLAINTIFF demands judgment against DEFENDANT in an amount not less than \$361,139.28 together with pre and post judgment interest, the costs of this action, and such other and further relief as the Court deems just and proper under the circumstances.

SECOND CAUSE OF ACTION
BREACH OF CONTRACT
(GRAVITY)

32. PLAINTIFF restates all prior paragraphs of this complaint as if fully set forth herein.

33. On or about August 8, 2024, PLAINTIFF and DEFENDANT entered into the BOL.

34. PLAINTIFF fully performed under the BOL except for those conditions for which performance was excused.

1 35. DEFENDANT breached its obligations under the BOL through its own
2 conduct and the conduct of its agent BINNY when it failed to deliver the GOODS and
3 misplaced, stole, or lost the GOODS.

4 36. PLAINTIFF was damaged as a result of the breach.

5 37. As a result of DEFENDANT's breach of the contract, PLAINTIFF seeks
6 recovery of damages in an amount to be determined at trial.

7
8 **THIRD CAUSE OF ACTION**
9 **NEGLIGENCE**
10 **(GRAVITY)**

11 38. PLAINTIFF restates all prior paragraphs of this complaint as if fully set forth
12 herein.

13 39. DEFENDANT owed EURYBIA a duty of utmost care in either or both
14 brokering the shipment and transportation and in acting as EURYBIA's agent in connection
15 with the shipment and transportation of the GOODS.

16 40. DEFEDANT breached that duty by *inter alia* negligently brokering or
17 delegating transportation of the GOODS to BINNY and its agents and employees, which
18 lacked and/or was not confirmed to have the requisite credentials, skills and expertise to
19 undertake the transportation of the GOODS neither in the manner customarily required nor
20 as specified by EURYBIA in connection with the shipment of the GOODS; and by
21 attempting to limit or actually limiting BINNY's and/or another party's liability to EURYBIA,
22 without authorization by EURYBIA to do so.

23 41. As a direct and proximate result of DEFENDANT's negligent and grossly
24 negligent actions and omissions, EURYBIA was injured by the complete loss of the
25 GOODS as well as damages flowing consequentially from the same, and the value of such
26 loss and damages to the extent the liability of BINNY or any other party to EURYBIA is
27 limited.

28
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1 loss and damages to the extent the liability of BINNY or any other party to EURYBIA is
2 limited.

3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for judgment against DEFENDANT as follows:

6 **As to All Causes of Action**

- 7 1. For general, compensatory, and special damages in an amount to be
8 determined at trial;
- 9 2. For the sum of \$361,139.28, for DEFENDANT's willful and/or knowing
10 violations of 49 U.S.C. § 14706 as well as prejudgment and post-judgment interest to the
11 extent allowed by law;
- 12 3. For costs of suit incurred by PLAINTIFF; and
- 13 4. For such other and further relief as the court deems just and proper.

14
15 Dated: December 20, 2024

YUN LAW GROUP

16
17 By: 
18 Andrew Yun
19 Attorney for Plaintiff,
20 EURYBIA LOGISTICS INC
21
22
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24
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27
28

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EXHIBIT A

ZHEJIANG PUJIANG BOHU CHAIN STOCK CO., LTD.

NO.565 YATAI ROAD PUJIANG ZHEJIANG CHINA

FAX:0579-84201121

NO: BOHU20240710F

TEL:0579-84201118/84201119

DATE: JULY 10,2024

P.O. 169819

PROFORMA INVOICE

TO:1263 Southwest Blvd Kansas City, KS 66103

DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	AMOUNT
SNOW CHAIN	PAIRS	USD/PAIR	USD
33-0001 TIRE CHAIN 1062656 GTL247	480	11.47	5,505.60
33-0002 TIRE CHAIN 1062256 GTL241	48	10.64	510.72
33-0003 TIRE CHAIN 1063156 GTL265	48	14.16	679.68
33-0004 TIRE CHAIN 1062056 GTL229	40	9.26	370.40
33-0009 TIRE CHAIN 1065256 GTL421	40	10.94	437.60
33-0013 TIRE CHAIN 1062756 GTU415-Jiami	24	11.11	266.64
33-0065 TIRE CHAIN SUV 0231805	40	25.16	1,006.40
33-0066 TIRE CHAIN SUV 0231905	50	25.33	1,266.50
33-0068 TIRE CHAIN SUV 0232405	50	25.44	1,272.00
TOTAL:	820 PAIRS		FOB SHANGHAI
			USD11,315.54

PORT OF LOADING:

PORT OF DESTINATION:

DATE OF SHIPMENT:

TERM OF PAYMENT: PAY 30% OF THE TOTAL GOODS VALUE AS DOWNPAYMENT

BY T/T,THE BALANCE BY T/T AGAINST THE FAX OF B/L.

BENEFICIARY BANK: CHINA CONSTRUCTION BANK JINHUA BRANCH, ZHEJIANG, CHINA.

ADDRESS: NO.1 JIEFANG EAST ROAD,JINHUA,ZHEJIANG,CHINA

SWIFT CODE: PCBCCNBJZJG

BENEFICIARY NAME: ZHEJIANG PUJIANG BOHU CHAIN STOCK CO., LTD.

ADDRESS: NO.565 YATAI ROAD, PUJIANG, ZHEJIANG, CHINA

A/C NO: 33050167742700001645

TEL NO:0086-579-84201118

浙江浦江伯虎链条股份有限公司
ZHEJIANG PUJIANG BOHU CHAIN STOCK CO.,LTD.

郑小根

ZHEJIANG PUJIANG BOHU CHAIN STOCK CO., LTD.
NO.565 YATAI ROAD PUJIANG ZHEJIANG CHINA

COMMERCIAL INVOICE

FAX:0579-84201121
 TEL:0579-84201118/84201119

INVOICE NO: BOHU20240710
 DATE: JULY 10,2024
 P/I NO: BOHU20240710F

TO:1263 Southwest Blvd Kansas City, KS 66103

FROM: SHANGHAI,CHINA

TO:

SHIPPING MARKS:

DESCRIPTION OF GOODS	QUANTITY	UNIT PRICE	AMOUNT
SNOW CHAIN	PAIRS	USD/PAIR	USD
33-0001 TIRE CHAIN 1062656 GTL247	480	11.47	5505.60
33-0002 TIRE CHAIN 1062256 GTL241	48	10.64	510.72
33-0003 TIRE CHAIN 1063156 GTL265	48	14.16	679.68
33-0004 TIRE CHAIN 1062056 GTL229	40	9.26	370.40
33-0009 TIRE CHAIN 1065256 GTL421	40	10.94	437.60
33-0013 TIRE CHAIN 1062756 GTU415-Jiami	24	11.11	266.64
33-0065 TIRE CHAIN SUV 0231805	40	25.16	1006.40
33-0066 TIRE CHAIN SUV 0231905	50	25.33	1266.50
33-0068 TIRE CHAIN SUV 0232405	50	25.44	1272.00
TOTAL:	820 PAIRS		FOB SHANGHAI
			USD11,315.54

浙江浦江伯虎链条股份有限公司
 ZHEJIANG PUJIANG BOHU CHAIN STOCK CO.,LTD.

(Handwritten signature)

ZHEJIANG PUJIANG BOHU CHAIN STOCK CO., LTD.
NO.565 YATAI ROAD PUJIANG ZHEJIANG CHINA

PACKING LIST

FAX:0579-84201121
 TEL:0579-84201118/84201119

INVOICE NO: BOHU20240710
 DATE: JULY 10,2024
 P/I NO: BOHU20240710F

TO:1263 Southwest Blvd Kansas City, KS 66103

FROM: SHANGHAI,CHINA

TO:

SHIPPING MARKS:

DESCRIPTION OF GOODS	QUANTITY	PACKAGES	G.W.	N.W.	MEAS
SNOW CHAIN	PAIRS	PALLETS	KGS	KGS	CBM
33-0001 TIRE CHAIN 1062656 GTL247	420	4	2394.2	2314.20	3.84
33-0001 TIRE CHAIN 1062656 GTL247	60	1	340.6	330.60	0.96
33-0004 TIRE CHAIN 1062056 GTL229	40		168.5	161.20	
33-0003 TIRE CHAIN 1063156 GTL265	48	1	355.04	335.04	0.96
33-0009 TIRE CHAIN 1065256 GTL421	40	1	212.4	202.40	1.04
33-0013 TIRE CHAIN 1062756 GTU415-Jiami	24		154.08	154.08	
33-0002 TIRE CHAIN 1062256 GTL241	48		258.64	248.64	
SNOW CHAIN	PAIRS	PACKAGES	KGS	KGS	CBM
33-0013 TIRE CHAIN 1062756 GTU415-Jiami	40	20	270.8	250.80	0.79
33-0065 TIRE CHAIN SUV 0231805	50	25	339	314.00	0.99
33-0066 TIRE CHAIN SUV 0231905	50	25	346.5	321.50	0.99
TOTAL:	820 PAIRS	7 PALLETS & 70 PACKAGES	4839.76 KGS	4632.46 KGS	9.57 CBM

浙江浦江伯虎链条股份有限公司
 ZHEJIANG PUJIANG BOHU CHAIN STOCK CO.,LTD.

郑小根

Anker Innovations Limited
Commercial Invoice
Unit 56, 8th Floor, Tower2, Admiralty Centre, 18 Harcourt Road, Hong Kong.

Consignee	
Company:	Fantasia Trading LLC
Attn:	Benny Xiong
Tel:	+86 13926517373
Add:	5350 Ontario mills Pkwy ste 100 Ontario, CA 91764-

HsCode	English Commodity	Qty(pcs)	Total Value	Currency	Coo	PO#
8507600020.990388 15	Lithium-ion External Battery 5000mAh	72.00	1755.36	USD	CN	
8507600020.990388 15	Lithium-ion External Battery brand:Anker	14712.00	119335.44	USD	CN	
8507600020.990388 15	Lithium-ion External Battery (power	2988.00	33734.52	USD	CN	
8507600020.990388 15	Lithium-ion External Battery brand:Anker	20172.00	161067.12	USD	CN	
8507600020.990388 15	Lithium-ion External Battery brand:Anker	370.00	12391.30	USD	CN	
7315.20.1000	SNOW CHAIN	820.00	18040.00	USD	CN	
Subtotal:		39134.00	346323.74			
Shipping Fee:			0			
Insurance:			0			
Total:			346323.74			

Total No of Packages : 39134 Ctns
Total G.W.: 18220.01 kgs
Total N.W.: 15452.37 kgs

EXHIBIT B



ABOUT US

GRAVITY CONCEPTS

Our Powerfull Features

..



Faster than **you can imagine**

..



It is Gravity Concepts mission to deliver the best possible service to our clients, and we are able to do so because we provide a comprehensive variety of services that enable us to meet your demands. With our strategic alliances, we are able to provide both express and other logistical services across the United States. We have a wide variety of resources at our disposal, allowing us to supply our clients with the service providers they choose.

Gravity Concepts is a third-party logistics provider based in Cypress, TX. We were founded in 2018 in a bonus room (the South's version of a basement). We've moved out of that bonus room and haven't looked back. Our customers, carriers, and agents are supported by a team of over 125 corporate employees. Our headquarters is located in Texas.



Why Choose us ?

..

Our reward is the satisfaction of our customers. We'll impress you with the way we link our shipper's needs to our carrier's ability to deliver on-time, any time.

We've been in business for more than 5+ year and already have a stellar reputation in this industry. We take great satisfaction in providing timely, reliable service that is customised to meet your specific requirements. No matter what your shipping needs are, we can handle them quickly and safely. We have excellent references to back up our claim that we provide on time-critical transport services every time. All of our drivers are familiar with the specific requirements of each customer and are able to keep tabs on all of their vehicles, so you can count on us to arrive promptly.



OUR CORE VALUES

Gravity Concepts customers, carrier partners and logistics professionals to create a premiere nationwide shipping network.

• •



Relationship Building

Treat others the way that you want to be treated. We believe in this philosophy and it has worked well for us over the years. Every agency and customer is assigned a dedicated team to manager their account. This individualized approach allows us to get to know you and the requirements of your business.



Excellent Customer Service

Excellent service and attention to detail is a priority day in and day out. The corporate office is staffed seven days a week because transportation doesn't stop for a weekend. From credit requests to fuel advances we are available to help. There are no calling loops or phone trees to navigate.



Fiscal Responsibility and Reputation

Gravity Concepts maintains an excellent credit rating, giving carriers the confidence to know they will be paid on time. We work closely with customers on invoicing and collections. ATG strives to be conservative and responsible with credit limits, without placing limitations on our agent partners.



Community Service

Gravity Concepts has a proud tradition of supporting various organizations in the community, including TAPS, Baseball, Angel Tree, Second Harvest Food Bank and The Kendall Conner Family Research Fund, just to name a few.



EXHIBIT C

**Bill of Lading**

BOL#:6810

Date: 08-08-2024

Gravity Concepts Limited Company17110 House Hahl Rd. C4,
Cypress, TX 77433

Phone: (832) 615-0475

Email: accounting@gravityconcepts.us

Shipment ID

6810

Shipper

Name:	EURYBIA LOGISTICS, INC.	Pickup:	08-08-2024
Address:	1037 N. TODD AVE., AZUSA, CA, 91702		
Appt Note:		PO#:	OOLU9238070/TCNU6526744

Consignee (1)

Name:	MIDPOINT NATIONAL 1263	Delivery:	08-12-2024
Address:	Southwest Blvd, Kansas City, KS, 66103		
Appt Note:		PO#:	OOLU9238070

Consignee (2)

Name:	Anker Innovation Chicago warehouse	Delivery:	08-13-2024
Address:	755 Remington Blvd, suite B, Bolingbrook, IL, 60440		
Appt Note:		PO#:	TCNU6526744

Special Instructions:

Carrier--
MC --, DOT--
GTJN
SCAC**Bill to 3rd Party**

Gravity Concepts Limited Company

Freight charges: (freight

charges are prepaid unless marked otherwise)

PP Prepaid

Collect

3rd party

Items

Pallets

Total - items

Gross Weight: 41000 lbs

Shipper certification

This is to certify that the above named materials are classified, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT.

Shipper Signature_____
Date**Carrier certification**

Carrier acknowledges receipt of packages and required placards. Carrier certifies emergency response information was made available and/or carrier has DOT emergency response guidebook or equivalent documentation in the vehicle. Property described about is received in good order, except as noted.

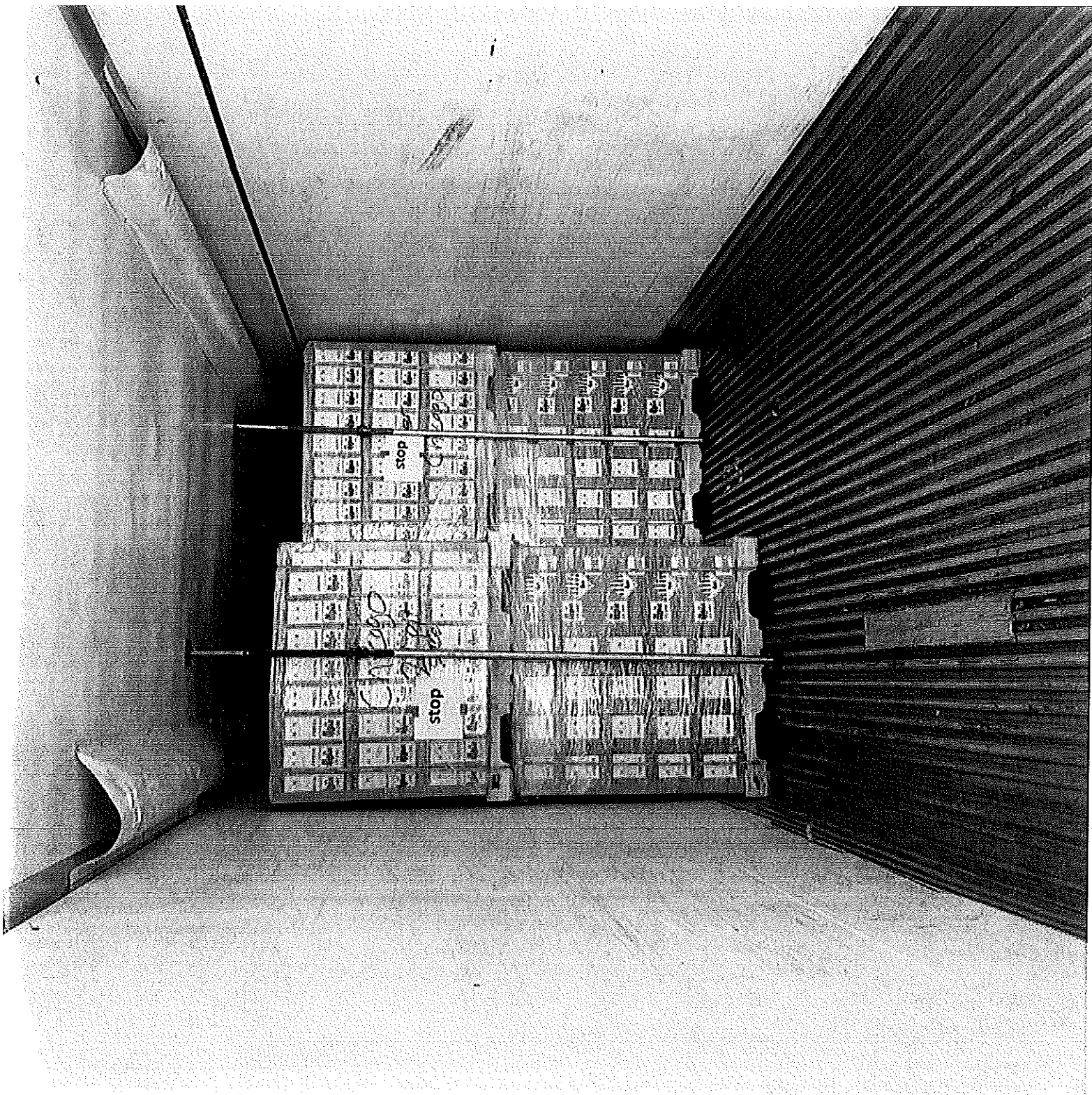
Carrier/driver Signature_____
Date_____
of pallets_____
Trailer #_____
License plate**Consignee certification**

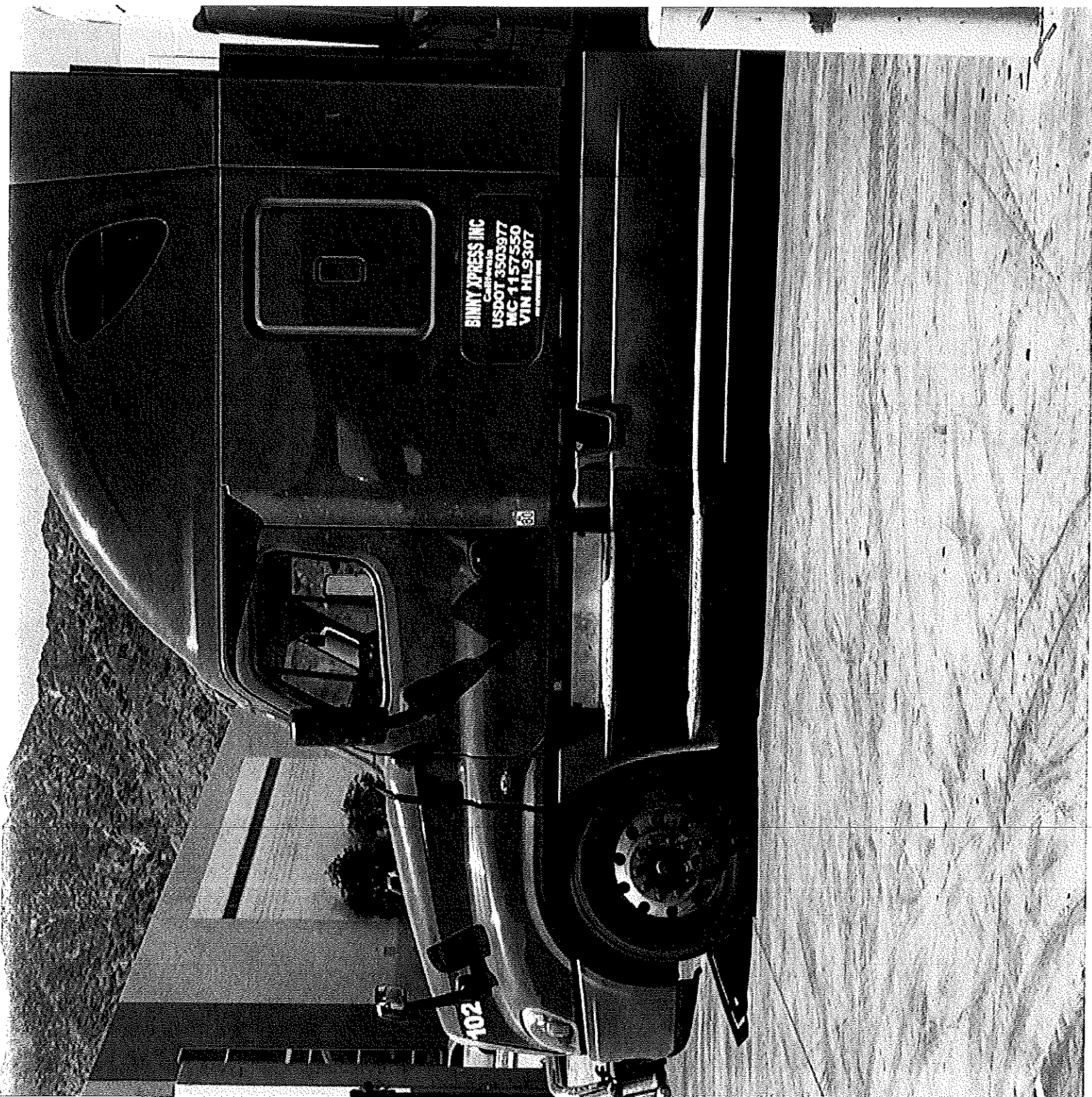
Received subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise the rates, classifications and rules available to the shipper, on request and to all applicable state and federal regulations.

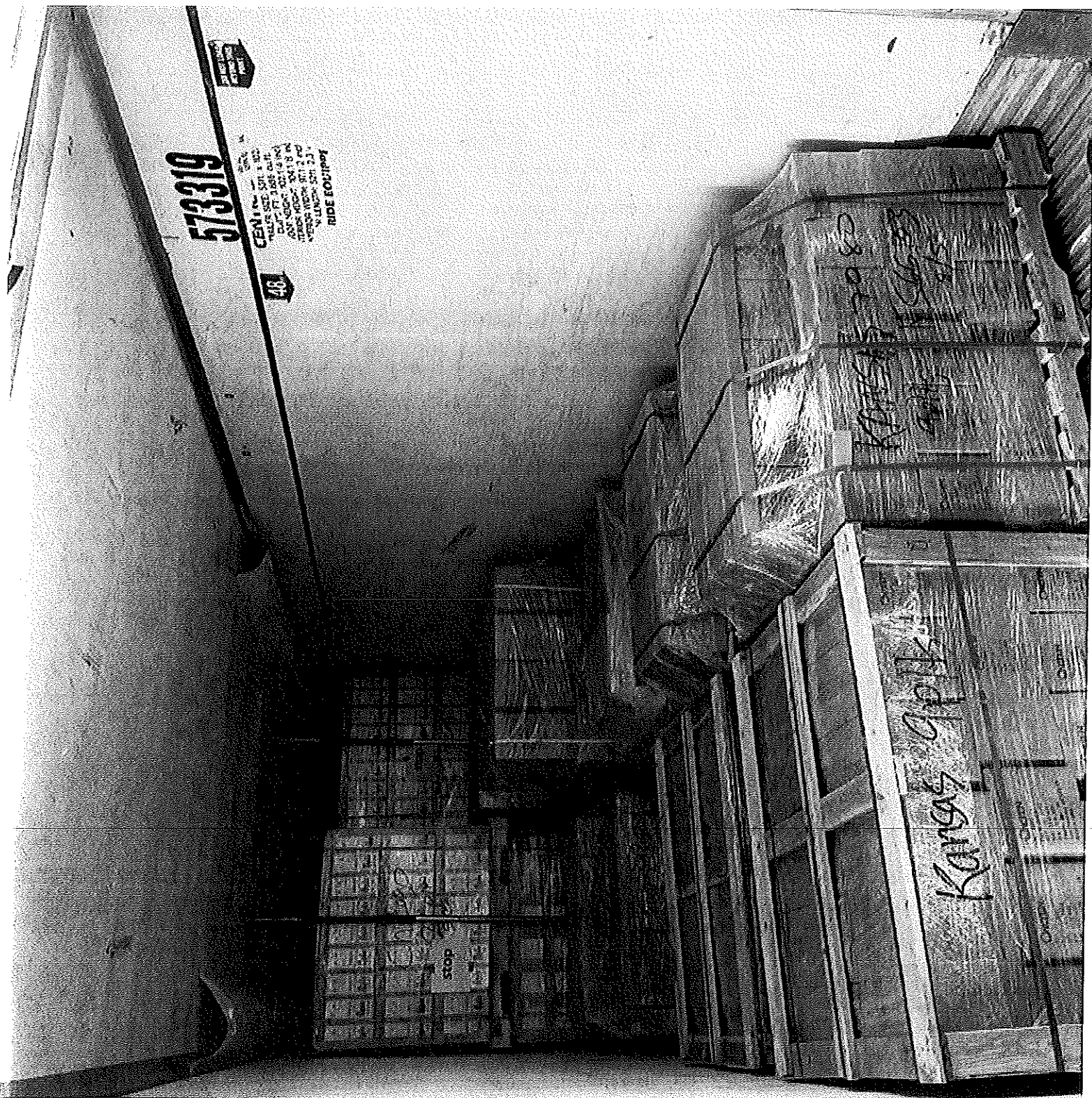
Consignee Signature_____
Date

EXHIBIT D









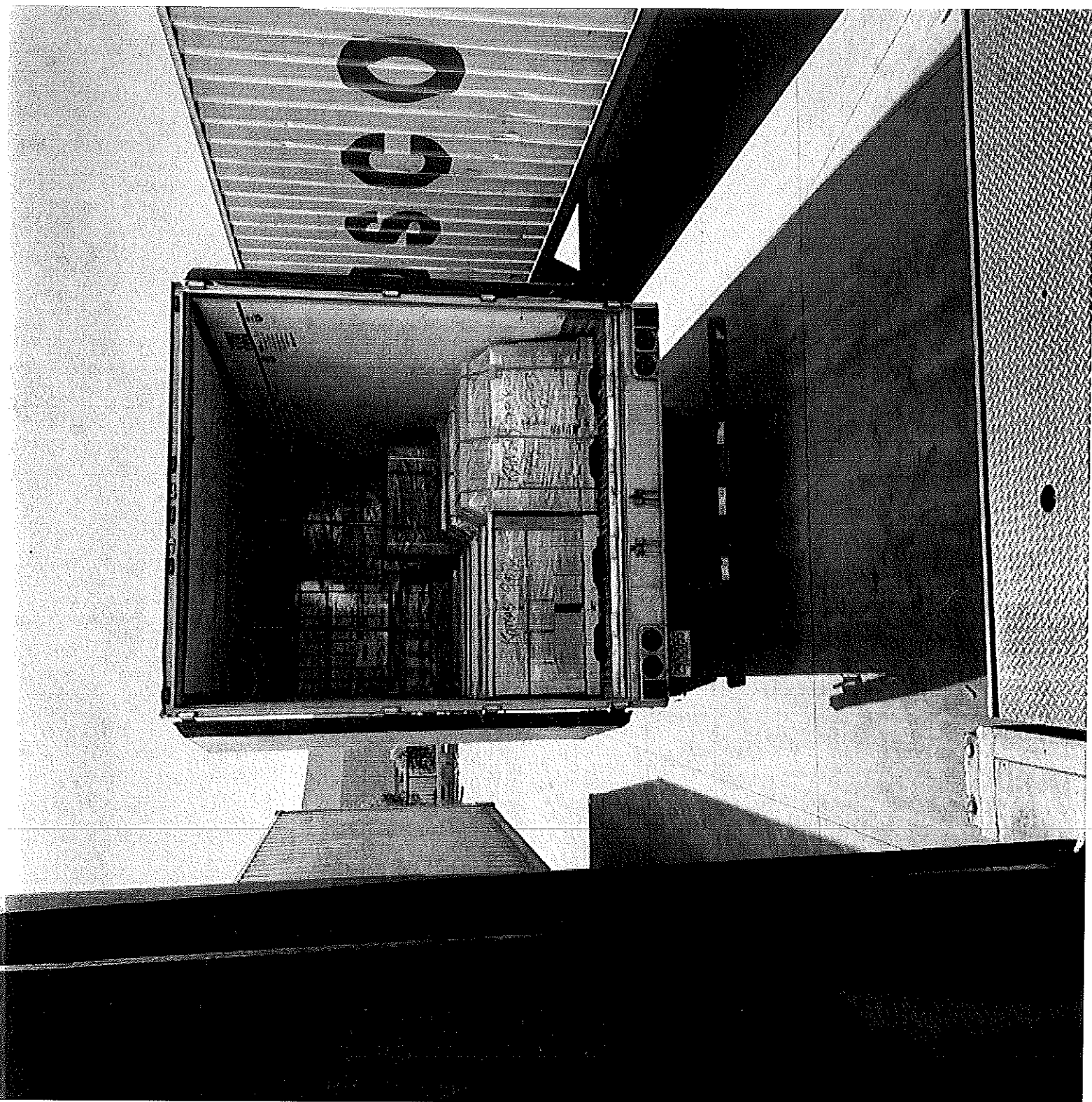


EXHIBIT E

----- On Fri, 16 Aug 2024 15:21:42 -0500 fsu@eurybia.us wrote -----

Hi Calvin,

Does that mean the Kansas load was delivered and the Chicago load is pending?
Please let us know asap

From: Calvin Mathew <calvin@gravityconcepts.us>
Sent: Friday, August 16, 2024 12:59 PM
To: Eddy Xue <exue@eurybia.us>
Cc: Lynn Wang <lynnw@eurybia.us>; Fonda Su <fsu@eurybia.us>
Subject: RE: Re: RATE TO KS 661103 + IL 60440

Dear Eddy,

I am sorry for the delay, the load was delivered by the driver but as per my team driver left us that night, and paperwork are still pending, I'll be sharing very soon when I will receive it,

I know it's a huge delay but this time bear with me please.



Calvin Mathew
(Logistics Specialist)

 Connect with me on
LinkedIn- <https://www.linkedin.com/in/calvin-mathew-796aa6167/>

	MC- 1423250
	Address: 17110 House & Hahl Rd. C4, Cypress, TX 77433
	Direct: (832) 371-6074
	Office: (832) 615 0575 Extension. 157
	Email: calvin@gravityconcepts.us
	Website: www.gravityconcepts.us

GRAVITY CONCEPTS is not responsible for any per-diem, demurrage and detention fees, and in case if above said costs occur, they will be passed along to the customer, after making every effort to mitigate the charges



----- On Fri, 16 Aug 2024 12:26:28
-0500 exue@eurybia.us wrote -----

Hi, Calvin,

And update on this load? 2 costumers is waiting for us update....

From: Eddy Xue
Sent: Friday, August 16, 2024 9:19 AM
To: Calvin Mathew
<calvin@gravityconcepts.us>
Cc: Lynn Wang <lynnw@eurybia.us>;
Fonda Su <fsu@eurybia.us>
Subject: RE: Re: RATE TO KS 661103
+ IL 60440

Hi, Calvin,

Chicago 60440 should be deliver 8/13,
8/14. warehouse called have not
received shipment yet. Today is 8/16
already, can you call me what
happened?



Eddy Xue

Supervisor

1037 N Todd Ave, Azusa, CA
91702
EXUE@EURYBIA.US
+1-626-334-0100*101



From: Calvin Mathew
<calvin@gravityconcepts.us>
Sent: Friday, August 16, 2024 8:14 AM
To: Eddy Xue <exue@eurybia.us>
Cc: Lynn Wang <lynnw@eurybia.us>;
Fonda Su <fsu@eurybia.us>
Subject: RE: Re: RATE TO KS 661103
+ IL 60440

Dear Eddy,

Sorry for the delay, will provide you
shortly.



Calvin Mathew
(Logistics Specialist)



Connect with me on

LinkedIn- <https://www.linkedin.com/in/calvin-mathew-796aa6167/>



Gravity
concepts

MC- 1423250
Address: 17110
House & Hahl
Rd. C4,
Cypress, TX
77433

Direct: (832)
371-6074

Office: (832)

615

0575 Extension.

157

Email: calvin@gravityconcepts.us

Website:
www.gravityconcepts.us

GRAVITY CONCEPTS is
not responsible for any per-
diem, demurrage and
detention fees, and in case if
above said costs occur, they
will be passed along to the
customer, after making every
effort to mitigate the charges



IMPORT SERVICES



EXPORT SERVICES



TRANSLOADING/
CROSS-DOCKING



INTERMODAL DRAYAGE

---- On Fri, 16 Aug 2024 09:19:27
-0500 exue@eurybia.us wrote ----

Morning, Calvin,

Please advise PODs asap, ,
It been 4 days already.

Eddy Xue

Supervisor

[1037 N Todd Ave, Azusa, CA](#)

☎ [91702](#)



Eurybia
Logistics, Inc.



EXUE@EURYBIA.US



+1-626-334-0100*101



From: Fonda Su
<fsu@eurybia.us>
Sent: Thursday, August 15,
2024 10:01 AM
To: Calvin Mathew
<calvin@gravityconcepts.us>
>
Cc: Eddy Xue
<exue@eurybia.us>; Lynn
Wang <lynnw@eurybia.us>
Subject: RE: Re: RATE TO
KS 661103 + IL 60440

Hi Calvin,

Please provide POD for this 2
stop shipment

From: Calvin Mathew
<calvin@gravityconcepts.us>
>
Sent: Tuesday, August 13,
2024 9:00 AM
To: Fonda Su
<fsu@eurybia.us>
Cc: Eddy Xue
<exue@eurybia.us>; Lynn
Wang <lynnw@eurybia.us>
Subject: RE: Re: RATE TO
KS 661103 + IL 60440

Good morning Fonda,
Driver is on his way to the First
Delivery he is 25 miles far
from the First Delivery.



Calvin Mathew
(Logistics
Specialist)



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Cypress, TX
77433

Direct: (832)

371-6074

Office: (832)

615

0575 Extension.

157

Email: [calvin@g](mailto:calvin@gravityconcepts.us)

[ravityconcepts](mailto:calvin@gravityconcepts.us)

[.us](mailto:calvin@gravityconcepts.us) Website:

[www.gravitycon](http://www.gravityconcepts.us)

[cepts.us](http://www.gravityconcepts.us)

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the customer, after
making every effort
to mitigate the
charges*



IMPORT SERVICES



EXPORT SERVICES



TRANSLOADING/
CROSS-DOCKING



INTERMODAL DRAYAGE

---- On Tue, 13 Aug 2024
10:56:58 -0500 **Fonda Su**
<fsu@eurybia.us> wrote -
--

Hello Calvin,

Any update on this
load? Did the
Kansas shipment
deliver on time?
Chicago
warehouse can
receive 8/13 or
8/14.

From: Calvin
Mathew
<calvin@gravityconcepts.us>
Sent: Monday,
August 12, 2024
12:58 PM
To: Fonda Su
<[fsu@eurybia.u](mailto:fsu@eurybia.us)
[s](mailto:fsu@eurybia.us)>
Cc: Eddy Xue
<[exue@eurybia.](mailto:exue@eurybia.us)

[us>](#); Lynn Wang
<lynnw@eurybi.a.us>
Subject: RE:
Re: RATE TO KS
661103 + IL
60440

I hope so
Fonda, we are
sorry for this
delay but
sometimes
situations on
the road is not
in our hands.
Please if you
can reschedule
the IL one
for 8/14@11 AM,



Calvin
Mathew
(Logistics
Specialist)


Connect with
me on
LinkedIn- <https://www.linkedin.com/in/calvin-mathew-796aa6167/>



MC- 1423250
Address: 17110 House &
Hahl Rd. C4, Cypress, TX
77433
Direct: (832) 371-6074
Office: (832) 615
0575 Extension. 157
Email: calvin@gravityconcepts.us
Website: www.gravityconcepts.us

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and
detention

***fees, and in
case if
above said
costs occur,
they will be
passed
along to the
customer,
after
making
every effort
to mitigate
the charges***



----- On Mon, 12
Aug 2024
14:48:16 -0500
Fonda Su
<fsu@eurybia.us> wrote ---

Hi
Calvin,

Thanks
for
the
update.
Does
this
mean
the
Chicago
load
will
be
delayed
as
well?
That
is the
one
that
needs
appointment

From:
Calvin
Mathew
<calvin@gravyconcepts.us>
Sent:

Monday,
August
12,
2024
12:26
PM

To:

Fonda
Su
<fsu@eu.rybi.a.us>

Cc:

Eddy
Xue
<exue@eu.rybi.a.us>;
Lynn
Wang
<lynw@eu.rybi.a.us>

Subject:

RE:
Re: RATE
TO
KS
661103
+ IL
60440

Dear
Fonda,

There
is an
update,
Driver
is in
Salina,
KS,
and
had
a
flat
tyre,
he
might
cannot
deliver
today
by
3.30
PM.
He
is
trying
to
resolve
the
issue
as

soon
as
he
can.



Calvin
Mathew
(Logistics
Specialist)



Connect
with
me
on
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li
nke
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/in/
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796
aa61
67/](http://www.linkedin.com/in/calvin-mathew-796aa6167/)



MC- 1423250

Address: 17110 House &
Hahl Rd. C4, Cypress, TX
77433

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0575 Extension. 157

Email: calvin@gravityconcepts.us

pts.us Website: www.gravityconcepts.us

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for
any
per-
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demurrage
and
detention
fees,

EXHIBIT F

<lynnw@eurybia.us>

Subject: RE: Re: RATE TO KS 661103 + IL 60440

Warehouses are advising nothing has been received. Please check asap.

From: Fonda Su

Sent: Friday, August 16, 2024 4:43 PM

To: Calvin Mathew <calvin@gravityconcepts.us>

Cc: Eddy Xue <exue@eurybia.us>; Lynn Wang <lynnw@eurybia.us>

Subject: RE: Re: RATE TO KS 661103 + IL 60440

Please advise asap

From: Calvin Mathew <calvin@gravityconcepts.us>

Sent: Friday, August 16, 2024 2:21 PM

To: Fonda Su <fsu@eurybia.us>

Cc: Eddy Xue <exue@eurybia.us>; Lynn Wang <lynnw@eurybia.us>

Subject: RE: Re: RATE TO KS 661103 + IL 60440

Dear,

Per my team nothing is pending both loads were delivered as advised, will share you the POD once I got, working hard to get it asap.




Calvin Mathew
(Logistics Specialist)



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LinkedIn- <https://www.linkedin.com/in/calvin-mathew-796aa6167/>

	<p>MC- 1423250 Address: 17110 House & Hahl Rd. C4, Cypress, TX 77433 Direct: (832) 371-6074 Office: (832) 615 0575 Extension. 157 Email: calvin@gravityconcepts.us Website: www.gravityconcepts.us</p>
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IMPORT SERVICES



EXPORT SERVICES





TRANSLOADING/
CROSS-DOCKING



INTERMODAL DRAYAGE


EXHIBIT G

08/20/2024 [Zelle payment to Problem Fixed Plumbing for "Payment to Ahamad for truckloads...](#)   -3,500.00


[Edit Description](#)

Type: Transfer

Description: Zelle payment to Problem Fixed Plumbing for "Payment to Ahamad for truckloads deliver origin"; Conf# cx9102pgr

Merchant name:  PROBLEM FIXED PLUMBING [Edit](#)

Merchant information:

Transaction category:  Cash, Checks & Misc: Other Expenses [Edit](#)

[Print transaction details](#)